

AGREEMENT

INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JAN 2 1989
RUTGERS UNIVERSITY

BETWEEN

THE VOCATIONAL BOARD OF EDUCATION
OF THE COUNTY OF ATLANTIC

AND

THE ATLANTIC COUNTY VOCATIONAL
TECHNICAL SCHOOL EDUCATION ASSOCIATION

JULY 1, 1989 THROUGH JUNE 30, 1992

TABLE OF CONTENTS

		PAGE
	Preamble	4
Article I	Recognition	5
Article II	Negotiation of Successor Agreement	7
Article III	Association Rights, Privileges and Responsibilities	8
Article IV	Board Rights and Responsibilities	10
Article V	Grievance Procedure-Professional and Supportive Staff	11
Article VI	Salaries	16
Article VII	Work Year and Hours Professional Staff	18
Article VIII	Work Day Supportive Staff	19
Article IX	Overtime Supportive Staff	20
Article X	Insurance	21
Article XI	Personal Leave	24
Article XII	Funeral Leave	25
Article XIII	Dues Deduction from Salaries	26
Article XIV	Vacations	27
Article XV	Holidays Supportive Staff	28
Article XVI	Employment Procedures	29
Article XVII	Sick Leave	30
Article XVIII	Notice of Termination Supportive Staff	33
Article XIX	Snow Days	33

Article XX	Non Discrimination	34
Article XXI	Maintenance of Work Operations	35
Article XXII	Miscellaneous	36
Article XXIII	Posting of Vacancies	39
Article XXIV	Recall Rights Supportive Staff	39
Article XXV	Sabbatical Leave	40
Article XXVI	Separability and Savings	42
Article XXVII	Fully Bargained Agreement	42
Article XXVIII	Agency Shop	42
Article XXIX	Uniforms	44
Article XXX	Duration	45

PREAMBLE

THIS AGREEMENT entered into this NINETEENTH day of JUNE, 1989
by and between the VOCATIONAL BOARD OF EDUCATION OF THE COUNTY OF
ATLANTIC, THE STATE OF NEW JERSEY, hereinafter called the "Board"
and the ATLANTIC COUNTY VOCATIONAL TECHNICAL SCHOOL EDUCATION
ASSOCIATION, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel under contract or on leave and all non-certified personnel under contract, on leave or presently employed except as noted in Paragraph C.

Included - All certified teaching personnel, secretaries, clerical workers, data processing employees, maintenance workers, head custodian, custodians, cafeteria utility workers, toolroom employees, security employees, cafeteria workers, bus drivers, and apprentice coordinators.

Excluded - Data processing manager, public information officer, principals, assistant principals, Administrative Assistant to Superintendent, Secretary to the Board Secretary/Business Administrator, Administrative Secretary to Superintendent, and Administrative Secretary to the Board Secretary/Business Administrator.

B. A part-time employee covered under this Agreement is determined as a person working a minimum of twenty (20) hours per week.

C. Temporary employees in non-Board programs such as JTPA, WIN and PIC who are employed for a period not to exceed 27 weeks are not covered by this Agreement.

D. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this

Agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission by the moving party of the resolution of the dispute.

E. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws, 1974, in good faith effort to reach agreement on all matters concerning the negotiable terms and conditions of employment of employees. Every effort shall be made to begin negotiations not later than the time prescribed by the rules and regulations or applicable statutes. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted and signed by the Board and the Association.

B. MODIFICATION

This agreement may be modified wholly or in part at any time by the parties by an instrument in writing duly executed by both parties.

C. NEGOTIATING TEAM AUTHORITY

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be given all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. INFORMATION

The Board agrees to furnish the Association President copies of the Board Minutes of the public Board meetings and access to all public documents referred to therein, within two school days of Board of Education approval.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association participates during working hours in negotiations or grievance proceedings, with the consent of the Superintendent, he/she shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at times that will not interfere with school activities or programs. Written request for use of school buildings shall be made to the principal twenty-four (24) hours in advance of the time of such meetings and the principal shall assign the place of such meetings.

D. USE OF SCHOOL EQUIPMENT

Qualified operators only of this unit shall have the right to use school facilities and equipment, including only typewriters, duplicating equipment, calculating machines, audio-visual equipment, mailboxes, bulletin boards and telephones for local, non-toll calls. In addition, qualified operators only of this unit upon specific authorization by the principal or his designated representative may use offset press and ancillary machines, dark room equipment, microcomputer and the public address system at times and places designated by the principal when such is not otherwise in use. The Association agrees to

pay for supplies and be liable for any damage to equipment. All equipment shall be used on school premises.

E. ORIENTATION PROGRAMS

During orientation meetings at the beginning of the school year, the Association, if it so requests in writing, shall be provided with a reasonable period of time at a time mutually agreeable to the Association and the principal, for Association business.

F. ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for acquainting its members with the provisions of the Agreement, and shall take all reasonable steps to insure the adherence to the provisions of this agreement by its members during the life of this Agreement.

G. RELEASED TIME FOR ASSOCIATION PRESIDENT

The Board shall provide up to three (3) hours per week of released time to the Association President or his/her designee to perform his/her function as Association President in enforcement of this Agreement. The identity of the designee shall be given to the superintendent at the beginning of the school year.

The Association President shall notify Administration in advance of his/her intention to utilize this time. Class coverage will be the financial responsibility of the Association.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the law and the Constitution of the State of New Jersey of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18:A, School Laws of New Jersey, or any other national, state, county district or local law or regulation as they pertain to education.

ARTICLE V

GRIEVANCE PROCEDURE

PROFESSIONAL AND SUPPORTIVE STAFF

A. DEFINITIONS

1. GRIEVANCE

A Grievance is a claim or complaint by a recognized member of the Association identified under Article I, based upon an alleged misinterpretation or misapplication of this Agreement, Administrative decision, or policies of the board of Education related to terms and conditions of employment. Non-reappointment of non-tenured members of the professional staff will not be a subject of a grievance.

2. GRIEVANT

A grievant is a person or persons or the Association making a claim.

3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the recognized member. Both parties agree that these proceedings will be kept informal and confidential.

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Parties may agree whenever practicable to expedite grievances filed during the last 30 days of the school year.

2. LEVEL 1

A member with a grievance shall first discuss it with his/her administrator within twenty-three (23) working days of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he/she shall set forth his/her complaint in writing within 5 working days to the administrator. Said administrator shall communicate his/her decision to the aggrieved party in writing within seven (7) working days of the receipt of the written complaint.

3. LEVEL 2

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within (7) working days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the Board's Chief School Administrator within seven (7) working days thereafter. The Chief School Administrator will attempt to resolve the grievance as expeditiously as possible, but within a period not to exceed ten (10) working days. The Chief School Administrator shall communicate his decisions in writing

along with supporting reasons, to the aggrieved party and the principal.

4. LEVEL 3

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level 2, or no decision has been reached within ten (10) working days, within fifteen (15) working days thereafter the grievance may be referred to the Board of Education, in writing, through their secretary, for further consideration. The Board shall review the case and shall hold an informal hearing with the grievant. If no satisfaction by mutual agreement is realized within forty (40) calendar days thereafter, the grievance within twelve (12) working days may be submitted to arbitration by the written request of the Association or the grievant. Copies of such request shall be sent to all parties in interest.

5. LEVEL 4

A. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

B. The arbitrator so selected shall issue his/her decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his/her findings of act and law, reasoning and

conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association shall be advisory on the parties.

C. The fees and expenses of the arbitrator, including, but not limited to the transcript, shall be shared by the Board and the Association.

D. RIGHTS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, his/her designee, the Association or any combination thereof.

2. No reprisals of any kind shall be taken by the Board, any member of the Administration, the Association or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

A grievance arising on the same factual situation, affecting more than a single individual, which cannot be resolved at the principal's level, may be entered and processed directly at Level 2 of the grievance procedure.

2. SEPARATE GRIEVANCE FILE

Except for the final decision or disposition of the grievance, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file,

and shall not be kept in the personnel file of any of the participants.

3. MEETINGS

All meetings under this procedure shall not be conducted in public and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

F. ADMINISTRATIVE DIRECTIONS AND REGULATIONS

It is the responsibility of personnel covered by Article 1 to carry out administrative directions and regulations required by Board Policy, subject to the understanding that the grievance procedure shall be available under the terms specified in Article V, if it is felt that any such regulation is in conflict with the express terms of this agreement.

ARTICLE VI

SALARIES

A. The salary of each employee covered by this Agreement is set forth in the Schedules attached hereto and made a part hereof.

B. All employees shall be paid twice a month in equal installments on the 15th and last day of each month (10 month employees-Sept. through June; 12 month employees-July through June). When a payday falls on a weekend, holiday or vacation, checks shall be distributed on the last working day preceding such weekend, holiday or vacation. Ten month employees shall receive their final paycheck in June on their last working day.

C. Normal salary increments and salaries provided for in Schedules may be granted or withheld by the Board upon recommendation of the Superintendent, as prescribed by law in Title 18A. An employee may be advanced only one (1) step during one (1) year under this agreement.

D. Ten (10) month employees shall be employed from September 1 through June 30, prorated during their first year from the first day of continuous contract employment.

E. Twelve (12) month employees shall be employed from July 1, through June 30, prorated during their first year from the first day of continuous contract employment.

F. Twelve (12) month employees will receive 1.20 times the ten (10) month salary, plus vacation as granted by this Agreement.

G. When a deduction has not been made on time due to Administrative error, the employees shall be notified when and how the matter will be handled at least five (5) days before payday. Monies

which should have been withheld and are not, shall be withheld evenly among pay periods remaining, if legal.

H. Employees may individually elect to have ten (ten) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June with no interest.

I. Longevity

In addition to an employee's base salary, he/she shall receive longevity compensation each year as follows:

At the beginning of an employee's 6th year -	\$250
At the beginning an employee's 9th year -	\$350
At the beginning an employee's 12th year -	\$550

An employee's base salary shall be adjusted to include longevity pay as part of his/her base salary.

J. Service Appreciation Stipend

In appreciation for services rendered, any employee who retires from the District with twenty-five (25) years of service and has or will reach the age of 60 within the calendar year of retirement, shall receive a stipend of \$2000.00 which shall not be included in the employee's base salary

K. Stipend for Club Advisors

Club Advisors (as per adopted job description) will be paid a stipend of \$500. The stipend will be paid in two (2) installments: The end of the second marking period and at the end of the school year.

ARTICLE VII

WORK YEAR AND HOURS-PROFESSIONAL STAFF

A. The work year for ten (10) month certified personnel, exclusive of N.J.E.A. convention days, shall not exceed a total of 186 days, with the staff being dismissed two (2) days after the last student's day

B. The normal work week shall consist of thirty-three and three quarter (33 3/4) hours excluding lunch time.

1. For hours worked beyond the normal work day, the professional employee shall receive \$14.00 an hour. Said hours must be approved in advance by the Superintendent.

2. Compensation provided for in B(1) shall not apply to Certification Night, Open House or Board Meetings.

ARTICLE VIII

WORK YEAR AND WORK DAY-SUPPORTIVE STAFF

A. Work Year

1. The work year for ten (10) month personnel excluding the NJEA Convention days, shall not exceed a total of 186 days with the last workday being two (2) days after the student's last day.

B. The work day shall consist of the following:

1. Cafeteria employees - eight (8) hours, including a thirty (30) minute lunch break.

2. All other employees - eight (8) hours, including a thirty (30) minute lunch break.

C. All personnel shall receive two (2) fifteen (15) minute paid coffee breaks per day. Abuse of this privilege may result in disciplinary action to the individual.

ARTICLE IX

OVERTIME-SUPPORTIVE STAFF

- A. All supportive employees of the bargaining unit shall receive overtime in the amount of one and one-half (1 1/2) times their base rate of pay for each hour worked in excess of forty (40) hours per week.
- B. Employees shall be expected to work a reasonable amount of overtime upon request.
- C. The administration retains the right to assign overtime on an equitable basis. Overtime assignments for maintenance/custodial work shall be distributed as equitably as possible, based upon a rotating list of employees by seniority, except if special qualifications for an assignment are needed.
- D. In any week in which there is an authorized holiday, such holiday shall be granted as a normal work day in computing the compensation for overtime pay.
- E. At the employee's option and with the Superintendent of his/her designee's approval, compensatory time at one and one-half (1 1/2) times the hours worked will be granted in lieu of overtime pay.
- F. Ten (10) month supportive employees called into work on a "snow day" shall receive 2 1/2 times the employee's hourly rate for all hours worked. The minimum call back pay shall be for four (4) hours even if the employee does not work for four (4) hours.

ARTICLE X

INSURANCE

- A. During the lifetime of this Agreement, the Board shall continue to provide Blue Cross, Blue Shield, Major Medical, and Rider J coverage for employees and their immediate families covered under this agreement.
- B. The board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

- C. Prescription Insurance Plan - Two dollars (\$2.00) Co-pay, Generic, No contraceptives.

Effective the 1989-90 school year, the Board shall contribute the following based upon premiums effective July 1, 1989:

Single -	100%	\$13.62 per month
Parent/Child	Up to 85%	\$19.04 x .85 = \$16.18 per month
Family	Up to 85%	\$29.53 x .85 = \$25.10 per month

Effective the 1990-91 school year, the Board shall contribute the same percentages of the premiums effective July 1, 1989 plus fifty (50) percent of any increase effective July 1, 1990.

Effective the 1991-92 school year, the Board shall contribute the same percentages of the premiums effective July 1, 1989 plus fifty (50) percent of any increase effective July 1, 1991 over the premiums effective July 1, 1990.

D. Vision Plan - New Jersey Vision Service

Effective the 1989-90 School year, the Board shall contribute the following based upon premiums effective July 1, 1989:

Single	- 100%	\$7.40 per month
Family	- Up to 85%	$\$15.45 \times .85 = \13.13 per month

Effective the 1990-91 school year, the Board shall contribute the same percentages of the premiums effective July 1, 1989, plus fifty (50) percent of any increase effective July 1, 1990.

Effective the 1991-92 school year, the Board shall contribute the same percentages of the premiums effective July 1, 1989 plus fifty (50) percent of any increase effective July 1, 1991 over the premiums effective July 1, 1990.

E. Dental Plan - New Jersey Dental Service

Effective the 1989-90 school year, the Board shall contribute the following based upon premiums effective July 1, 1989:

Single	- 100%	\$14.24 per month
Husband/Wife or		
Parent Child	Up to 85%	$\$25.05 \times .85 = \21.29 per mo.
Family	Up to 80%	$\$42.80 \times .80 = \34.24 per mo.

Effective the 1990-91 school year, the Board shall contribute the same percentages of the premiums effective

July 1, 1989 plus fifty (50) percent of any increase effective July 1, 1990.

Effective the 1991-92 school year, the Board shall
contribute the same percentages of the premiums effective
July 1, 1989 plus fifty (50) percent of any increase
effective July 1, 1991 over the premiums effective
July 1, 1990.

ARTICLE XI

PERSONAL LEAVE

A. Twelve (12) month employees covered under this Agreement shall be allowed five (5) days of non-consecutive personal business leave annually and ten month employees shall be allowed four (4) days of non-consecutive personal business leave annually, with the approval of the Superintendent, including personal leave for illness in the immediate family. One (1) of the total personal business days allowed each year shall be granted without the necessity of the employee stating the reason for such day.

B. A personal business day application shall, except in cases of emergency, be made at least five (5) school days prior to the personal day to be taken. The administration shall respond to such application within two (2) days of such application.

C. The application form shall contain a specific acknowledgement by the employee that personal leave may not be taken for the purpose of recreation. Such leave shall not be used to extend a vacation or holiday unless such leave is of an emergency nature.

D. Additional time may be granted at the sole discretion of the Superintendent for emergency purposes.

E. Employees shall be notified of the number of unused personal days on February 15th.

ARTICLE XII

FUNERAL LEAVE

A. Each employee shall be entitled to bereavement leave of five (5) consecutive days, exclusive of Saturday and Sunday from the date of the funeral or date of death in the employee's immediate family. For the purposes of this Article, immediate family is defined as spouse, parent, child, brother, sister, mother-in-law, or father-in-law, or other relative residing in the immediate household.

B. Each employee shall be entitled to the day of the funeral only for death of grandchild, grandparent, aunt and uncle, spouse's brother and sister.

C. The Board may require reasonable proof of death of any relative for bereavement leave.

ARTICLE XIII

DUES DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees duly designated membership dues or Agency fee for the Atlantic County Vocational Technical School Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

B. The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.

C. The Association will secure the signatures of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by the employee by his/her filing notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

D. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards furnished by the Association or its representatives.

E. The Board agrees to continue deductions to the credit union for those employees requesting this service.

ARTICLE XIV

VACATIONS

A. All twelve (12) month employees shall receive ten (10) vacation days per year pro-rated, to be credited after June 30th of each year until the end of the third (3rd) full year of employment.

B. After the third (3rd) full year of employment, each twelve (12) month supportive staff employee shall receive fifteen (15) days vacation.

C. After the sixth (6th) full year of employment, each twelve (12) month supportive staff employee shall receive eighteen (18) days vacation.

D. After the tenth (10th) full year of employment, each twelve (12) month supportive staff employee shall receive (20) vacation days.

E. An employee who has completed six (6) months service, or more, prior to June 30th of a given year, may take accrued vacation after June 30th of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.

F. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Superintendent, stating the reasons therefore, and upon the written approval of the Superintendent.

G. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

ARTICLE XV

HOLIDAYS SUPPORTIVE STAFF

A. Twelve (12) month employees shall receive paid holidays during this contract period in accordance with the school calendar.

B. Security personnel shall be entitled to compensatory time off, or pay in lieu thereof, in accordance with the school calendar, at the rate of double their base hourly rate, at the Superintendent's discretion for holidays worked.

C. All employees shall also be entitled to the following holidays with pay.

1. The Friday after Thanksgiving.

2. The Monday after Easter Sunday if school is closed for the students.

D. The total Supportive Staff shall receive Holy Thursday, December 24 and December 31st as fully paid holidays, if school is closed for students.

E. During school closing, the Superintendent, in his/her sole discretion, may approve covering the school offices by a reduced staff on a rotating schedule, if the workload permits. Days granted under this paragraph shall not be charged against the employee's sick days, holidays, vacation, etc.

F. Cafeteria employees work the same school year as ten (10) month teachers.

G. The administration shall provide separate calendars for professional and supportive staff.

ARTICLE XVI

EMPLOYMENT PROCEDURES

A. Each employee shall be placed on his/her proper step on the salary schedule as of the beginning of the school years. Any employee employed prior to February 1st of any school year shall be deemed to have the requisite amount of service to be eligible for the next increment step for the following year.

ARTICLE XVII

SICK LEAVE

A. Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.

B. Any employee absent on sick leave may be required by the Board to submit a physician's written statement certifying his/her disability and every employee absent for five or more consecutive sick leave days shall be required to submit such a statement.

C. On a case by case basis, in the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and the Board less the cost of a substitute. Any decision by the Board shall not constitute precedent in any future actions under this Paragraph.

D. The rules which follow apply to the payment of salaries during periods of illness or disability of those employees designated under Article I, Recognition.

E. 1. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:

a. Whenever the employee's physical condition adversely affects ability to continue to provide effective service.

b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue working, and if:

(1) the employee fails to produce a certificate from a physician stating that said employee is medically able to continue work, or

(2) the Board of Education's physician and the employee's physician agree that said employee cannot continue working, or

(3) following any difference of medical opinion between the Board's physician and the employee's physician the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue work. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

F. Upon an employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph E-1-b-(3), of this Article.

G. In charging an employee with sick leave, the smallest unit to be considered is one-half ($1/2$) of a working day. If an employee reports for work and becomes sick on the job, the maximum amount of time charged to his/her sick leave shall not exceed half ($1/2$) day. Time accounting shall remain as current practice.

H. If it is necessary for an employee to be absent or late, he/she must notify the school at the earliest practicable time, but in no event shall this notification be later than sixty (60) minutes before he/she is scheduled to report to work.

I. Except in case of emergency, an employee who is absent, for

two (2) consecutive days or more and does not notify the school, shall forfeit pay for those days.

J. In verifying possible abuse of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

K. Ten (10) month employees shall be entitled to ten (10) days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.

L. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.

M. Unused sick days may accumulate from year to year with no limitations.

N. Employees shall be notified at least once annually of unused days that they have accumulated.

O. Upon retirement in accordance with the pension plan or vesting under such plan with at least ten years service in the Atlantic County Vocational School District, an employee will receive a per diem rate for accumulated sick days as follows:

Professional Staff	\$48.60 per day (1989-90)
	52.50 per day (1990-91)
	56.70 per day (1991-92)

Support Staff	\$32.40 per day (1989-90)
	35.00 per day (1990-91)
	37.80 per day (1991-92)

Up to a cap of:

Eight thousand one hundred dollars (\$8100)	1989-90
Eight thousand seven hundred fifty dollars (\$8750)	1990-91

P. In order to receive benefits conferred in paragraph O, each employee must give the Board notice of his plans to retire, in writing, one school year in advance. If the notice above is not given in a timely fashion, then compensation shall be deferred until one (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employee's estate.

ARTICLE XVIII

NOTICE OF TERMINATION - SUPPORTIVE EMPLOYEES

A. All non-tenured employees must give at least two (2) weeks written notice before leaving their position. Should an employee fail to give such notice, he will forfeit eligibility for any benefits conferred by this Agreement.

B. The Board shall give two (2) weeks notice prior to terminating a non-tenured employee except if the employee commits a major violation. The determination as to whether an employee commits a major violation shall be in the sole discretion of the Superintendent.

ARTICLE XIX

SNOW DAYS

A. Cafeteria workers will not be required to report to work if students are not required to report to school.

B. Secretaries will be required to report to work unless notified by their immediate supervisor.

ARTICLE XX

NON-DISCRIMINATION

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXI

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any of its members taking part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is covenanted and agreed that participation in any such activity by any Association member may be deemed ground for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned, or supporting any such activity by any other employee or group of employees of the Board, during the term of this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or to restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

ARTICLE XXII

MISCELLANEOUS

A. PROFESSIONAL MEETINGS

Employees may be granted at no loss of pay for attendance at professional meetings which have been approved at the sole discretion of the Superintendent prior to the date of the meeting. The request for attendance at such meetings must be made fifteen (15) calendar days prior to the date of the meeting for out of state meetings and ten (10) days for in state meetings. The identified periods may be waived only by the Superintendent and a report must be submitted on such meetings within ten (10) calendar days after attendance at such meetings.

The Superintendent will attempt to respond to requests within three (3) days.

The intent of this section shall not be construed to exclude any rights granted by law under 18:a 31-2.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher or supportive staff member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced by the Board after agreement within the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers and supportive staff members now employed or hereafter employed during the duration of this Agreement. Expense of reproduction of the Agreement will be shared equally.

D. MILEAGE REIMBURSEMENT

1. Employees covered under this agreement shall be reimbursed at the rate of twenty-two (\$0.22) cents per mile, for the use of their personal automobiles on approved school business.

2. Mileage reimbursement shall be paid no later than 30 days subsequent to the submission of the employee's voucher.

E. FACULTY MEETING

Faculty or staff meetings shall, except in an emergency, be limited to ten (10) per year, shall not exceed one (1) hour in duration, and shall be scheduled on seven (7) days notice.

F. TUITION REIMBURSEMENT

Subject to the approval of the Superintendent, employees covered under this agreement shall be reimbursed as follows:

Professional staff:

1. The maximum Annual Reimbursement for tuition shall be based on the current cost per credit as established by Glassboro State College.
2. Reimbursement to be made only after prior approval by the Superintendent before courses are taken.
3. Limit of 6 credits per professional to be reimbursed annually.
4. Verification of credits earned shall be submitted October 1 of each year, following academic year in which work was completed.
5. The Board shall not reimburse for any courses taken that are

subject to reimbursement by other agencies.

6. Course completion requirement

"C" or better for undergraduate

"B" or better for graduate

Supportive Staff: All monies up to five hundred dollars (\$500) are to be divided equally at the end of the fiscal year among the participants and not to exceed \$100 per employee.

Eligibility - Permanent employee

G. DISHWARE

No styrofoam dishware will be used in the lunch line or at other functions attended by the staff on school property.

H. RECYCLING

In an effort to encourage recycling and in compliance with local and state mandates, the Board of Education will provide clearly marked containers in convenient locations for the recycling of glass and aluminum products. In addition, student clubs will be assigned the bundling of newspapers and paper products for recycling.

Any monies derived from recycling shall be deposited to the account of the student council.

ARTICLE XXIII

POSTING OF VACANCIES

A. The Administration shall deliver to the Association and post in the main office of Building No. 1, a list of known budgeted vacancies which shall occur within the bargaining unit during the following school year.

B. The Administration shall deliver to the Association and post in the main office of Building #1 any vacancies that may occur within the school district throughout the year.

ARTICLE XXIV

RECALL RIGHTS - SUPPORTIVE STAFF

A. In the event of a lay-off for economic reasons, or lack of work, the last employee to be laid off on a seniority basis, shall be the first to be recalled, provided the job for which the employee is being recalled is within his or her classification.

B. In order to be eligible for recall on a seniority basis, an employee must respond to the Board's offer for re-employment within five (5) working days from receipt thereof.

C. Laid off employees shall remain, on a seniority basis, on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.

D. The Board shall notify laid off employees, on a seniority basis, of the potential recall by certified letter, delivered to the employees' last known address.

ARTICLE XXV

SABBATICAL LEAVE

A. PURPOSE

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. Such leave may be granted for full time study in an approved program providing training toward the goals of the employee related to his employment with Atlantic County Vocational School.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Only one employee may be granted sabbatical leave at any one time.

2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full years of service in the school district.

4. The employee shall be entitled to half pay for a full year or full pay for a half year and must return to employment with the Atlantic County Vocational School for a minimum of two (2) years immediately following the term of the sabbatical leave. If circumstances prevent two (2) years of service following such leave, the employee must return fifty (50%) percent of the salary for sabbatical year. If an employee dies the estate shall not be

responsible for payment. If the employee suffers an extended illness, there shall be no repayment as long as the employee returns after said illness for two (2) years.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the same level preceding the sabbatical unless such leave was for a period of one-half (1/2) year or less.

6. Such leave must be necessary for the completion of a particular program.

7. Only one (1) sabbatical leave may be granted to each employee during his district employment.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue to be in full force and effect.

ARTICLE XXVII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVIII

AGENCY SHOP

A. All employees within the bargaining unit are subject to the provisions of this Article and the Board of Education agrees to deduct not less than the fair share fee (Agency Fee) from the earnings of those employees and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits finances through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board of Education.

E. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Board of Education, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

F. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board of Education or require the Board of Education to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend, and save the Board of Education harmless against any, and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board of Education, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE XXIX

UNIFORMS

A. The Board will furnish three (3) uniforms per employee for custodians, maintenance, tool room and cafeteria employees. Also the Board shall provide five (5) snow removal outerwear which shall be kept on school grounds wherever Board designates.

The Board shall provide five (5) snow removal outer wear clothing which shall be kept on school grounds wherever the Board designates.

five (5) yellow tops

five (5) pairs of gloves

B. All employees furnished uniforms shall be required to wear such uniforms on a daily basis.

C. All eligible employees shall serve a ninety (90) day probationary period prior to receiving a uniform.

SALARY GUIDE PROFESSIONAL STAFF 1989-90

STEP	1A-EMER	1B- CERT	1C- 100	2 - BA	2-A B+15*	3 - MA	MA + 15*	MA + 30*
1.	22,830.00	23,244.00	23,657.00	24,067.00	24,560.00	25,050.00	25,538.00	26,026.00
2.	23,782.00	24,195.00	24,607.00	25,018.00	25,510.00	26,001.00	26,489.00	26,977.00
3.	24,768.00	25,180.00	25,591.00	26,003.00	26,494.00	26,985.00	27,473.00	27,961.00
4.	25,786.00	26,198.00	26,610.00	27,021.00	27,512.00	28,003.00	28,491.00	28,979.00
5.	26,839.00	27,251.00	27,663.00	28,074.00	28,565.00	29,056.00	29,544.00	30,032.00
6.	27,926.00	28,336.00	28,749.00	29,161.00	29,652.00	30,143.00	30,631.00	31,119.00
7.	29,047.00	29,458.00	29,870.00	30,282.00	30,772.00	31,263.00	31,751.00	32,239.00
8.	30,201.00	30,612.00	31,024.00	31,436.00	31,927.00	32,418.00	32,906.00	33,394.00
9.	31,424.00	31,835.00	32,247.00	32,658.00	33,149.00	33,641.00	34,129.00	34,617.00
10.	32,781.00	33,194.00	33,604.00	34,017.00	34,507.00	34,998.00	35,486.00	35,974.00
11.		34,824.00	35,236.00	35,648.00	36,139.00	36,630.00	37,118.00	37,606.00

*GRADUATE CREDITS

1. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
2. An increment will be granted to employees for service as identified in Article XVI - Employment Procedures.
3. Schedule 1C-100 Credits - must be accepted by a recognized four (4) year institute and recorded by transcript.
4. Schedule 2A-BA + 15 credits - 15 credits at graduate level and approved by Superintendent.
5. Schedule 3-MA, MA+15, MA+30 - All credits at graduate level and approved by Superintendent

SALARY GUIDE PROFESSIONAL STAFF 1990-91

STEP	1A-EMER	1B- CERT	1C- 100	2 - BA	2-A B+15*	3 - MA	MA + 15*	MA + 30*
1.	23,665.00	24,112.00	24,558.00	25,000.00	25,533.00	26,062.00	26,589.00	27,116.00
2.	24,656.00	25,104.00	25,550.00	25,992.00	26,525.00	27,054.00	27,581.00	28,108.00
3.	25,685.00	26,131.00	26,576.00	27,019.00	27,551.00	28,081.00	28,608.00	29,135.00
4.	26,749.00	27,194.00	27,638.00	28,083.00	28,614.00	29,144.00	29,671.00	30,198.00
5.	27,849.00	28,294.00	28,739.00	29,183.00	29,713.00	30,243.00	30,770.00	31,297.00
6.	28,986.00	29,431.00	29,876.00	30,320.00	30,850.00	31,380.00	31,908.00	32,435.00
7.	30,160.00	30,603.00	31,049.00	31,494.00	32,024.00	32,554.00	33,081.00	33,609.00
8.	31,371.00	31,815.00	32,260.00	32,705.00	33,234.00	33,764.00	34,291.00	34,818.00
9.	32,617.00	33,061.00	33,506.00	33,951.00	34,481.00	35,011.00	35,538.00	36,066.00
10.	33,938.00	34,382.00	34,827.00	35,271.00	35,801.00	36,332.00	36,859.00	37,386.00
11.		35,850.00	36,292.00	36,738.00	37,268.00	37,798.00	38,325.00	38,852.00
*GRADUATE CREDITS								

1. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.

2. An increment will be granted to employees for service as identified in Article XVI - Employment Procedures.

3. Schedule 1C-100 Credits - must be accepted by a recognized four (4) year institute and recorded by transcript.

4. Schedule 2A-BA + 15 credits - 15 credits at graduate level and approved by Superintendent.

5. Schedule 3-MA, MA+15, MA+30 - All credits at graduate level and approved by Superintendent

SALARY GUIDE - PROFESSIONAL STAFF 1991-92

STEP	LA-EMER	LB- CERT	1C- 100	2 - BA	2-A B+15*	3 - MA	MA + 15*	MA + 30*
1.	24,528.00	25,010.00	25,492.00	25,970.00	26,546.00	27,116.00	27,686.00	28,255.00
2.	25,558.00	26,041.00	26,523.00	27,000.00	27,576.00	28,147.00	28,716.00	29,285.00
3.	26,628.00	27,112.00	27,594.00	28,071.00	28,647.00	29,218.00	29,787.00	30,357.00
4.	27,740.00	28,221.00	28,702.00	29,181.00	29,755.00	30,327.00	30,897.00	31,466.00
5.	28,889.00	29,370.00	29,849.00	30,330.00	30,903.00	31,476.00	32,045.00	32,614.00
6.	30,077.00	30,558.00	31,038.00	31,518.00	32,090.00	32,662.00	33,232.00	33,801.00
7.	31,305.00	31,785.00	32,266.00	32,746.00	33,318.00	33,890.00	34,461.00	35,030.00
8.	32,573.00	33,051.00	33,533.00	34,014.00	34,586.00	35,158.00	35,727.00	36,298.00
9.	33,881.00	34,360.00	34,841.00	35,321.00	35,893.00	36,465.00	37,034.00	37,603.00
10.	35,226.00	35,706.00	36,185.00	36,667.00	37,239.00	37,812.00	38,381.00	38,951.00
11.		37,133.00	37,613.00	38,093.00	38,665.00	39,239.00	39,808.00	40,377.00
*GRADUATE CREDITS								

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3. Schedule 1C-100 Credits - must be accepted by a recognized four (4) year institute and recorded by transcript.

4. Schedule 2A-BA + 15 credits - 15 credits at graduate level and approved by Superintendent.

5. Schedule 3-MA, MA+15, MA+30 - All credits at graduate level and approved by Superintendent

SALARY GUIDE
SUPPORT STAFF
1989-90

STEP	MAINT	MECH	ADM SEC/SEC/ KEY OP	PROG OP
1	13,750.	22,540.	14,817.	20,145.
2.	13,986.	22,860.	15,024.	20,435.
3.	14,224.	23,181.	15,260.	20,646.
4.	14,665.	23,759.	15,703.	21,183.
5.	15,191.	24,445.	16,229.	21,551.
6.	15,801.	25,195.	16,845.	22,112.
7.	16,469.	26,023.	17,521.	22,857.
8.	17,213.	26,935.	18,264.	23,616.
9.	18,053.	27,897.	19,104.	24,424.
10.	18,940.	28,929.	20,004.	25,285.

* EFFECTIVE 1989-90, STAFF DESIGNATED UNDER "KEY/SEC" SCHEDULE FOR 1988-89 WILL STAY ON SAME STEP AS 1988-89 BUT MOVE TO COMBINED SCHEDULE IDENTIFIED AS "ADM SEC/SEC/KEY OP". EFFECTIVE 1990-91, THE DESIGNATED STAFF WILL THEN ADVANCE ON STEPS OF THE SCHEDULE.

1. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
2. An increment will be granted to employees for service as identified in Article XVI- EMPLOYMENT PROCEDURES

SALARY GUIDE
SUPPORT STAFF
1990-91

STEP	MAINT	MECH	ADM SEC/SEC/ KEY OP	PROG OP
1.	14,600.	24,000.	15,800.	21,455.
2.	14,850.	24,343.	16,002.	21,757.
3.	15,105.	24,689.	16,226.	22,070.
4.	15,362.	25,035.	16,481.	22,298.
5.	15,838.	25,660.	16,959.	22,878.
6.	16,406.	26,401.	17,527.	23,275.
7.	17,065.	27,211.	18,193.	23,881.
8.	17,787.	28,105.	18,923.	24,686.
9.	18,590.	29,090.	19,725.	25,505.
10.	19,497.	30,129.	20,632.	26,378.

1. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
2. An increment will be granted to employees for service as identified in Article XVI- EMPLOYMENT PROCEDURES

SALARY GUIDE
SUPPORT STAFF
1991-92

STEP	MAINT	MECH	ADM SEC/SEC/ KEY OP	PROG OP
1.	15,500.	25,550.	16,845.	22,840.
2.	15,768.	25,920.	17,064.	23,171.
3.	16,038.	26,291.	17,283.	23,497.
4.	16,313.	26,664.	17,524.	23,835.
5.	16,591.	27,038.	17,799.	24,082.
6.	17,105.	27,712.	18,316.	24,708.
7.	17,718.	28,513.	18,930.	25,137.
8.	18,430.	29,387.	19,648.	25,791.
9.	19,209.	30,353.	20,437.	26,600.
10.	20,077.	31,417.	21,303.	27,546.

1. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
2. An increment will be granted to employees for service as identified in Article XVI- EMPLOYMENT PROCEDURES

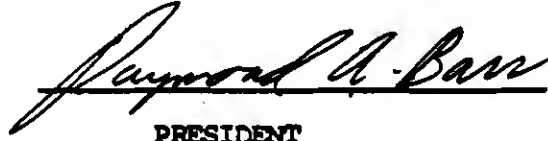
ARTICLE XXX

DURATION

A. The Agreement shall be in full force and effect as of July 1, 1989 and shall remain in effect to and including June 30, 1992.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective seals to be placed hereon.

ATLANTIC COUNTY VOCATIONAL EDUCATION ASSOCIATION



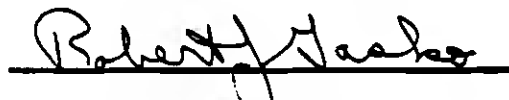
PRESIDENT



SECRETARY

Date Adopted JUNE 19, 1989

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF ATLANTIC



PRESIDENT



SECRETARY

Date Adopted JUNE 19, 1989